DOCUMENT RESUME

ED 472 991 EA 032 326

AUTHOR	Brown, Kara, Comp.
TITLE	Labor Relations. Trends and Issues.
INSTITUTION	ERIC Clearinghouse on Educational Management, Eugene, OR.
SPONS AGENCY	Office of Educational Research and Improvement (ED), Washington, DC.
PUB DATE	2002-00-00
NOTE	18p.
AVAILABLE FROM	ERIC Clearinghouse on Educational Management, 5207 University of Oregon, Eugene, OR 97403-5207. Tel: 541-346-2332; Tel: 800-438-8841 (Toll Free); Fax: 541-346-2334; Web site: http://eric.uoregon.edu. For full text: http://eric.uoregon.edu/ trends_issues/labor/index.html.
PUB TYPE	ERIC Publications (071) -- Reports - Descriptive (141)
EDRS PRICE	EDRS Price MF01/PC01 Plus Postage.
DESCRIPTORS	Collective Bargaining; Compensation (Remuneration); Educational Administration; Elementary Secondary Education; Labor Conditions; *Labor Relations; *Labor Standards; Teachers; *Work Environment

ABSTRACT

This paper examines labor issues that affect school employees. It is divided into four sections: school reform; teacher compensation; scope of bargaining; and collaborative (nonadversarial) bargaining. The longest section, which focuses on various reform movements in the schools, examines accountability, school choice, and the questions surrounding charter employees' entitlement to organize and bargain collectively. It shows that questions surrounding unionization become particularly difficult when they involve religion-based charter schools. The teacher-compensation section looks at the following subjects: compensation and teacher standards, basing pay on knowledge and skills, and the role of supply and demand. Much of the discussion is based on the following guidelines: clearly define the desired result, choose the measure of assessment and consider its feasibility and cost, define the criteria of success and the results necessary to receive rewards, determine the amount of the award, and find ways to discourage teachers from "teaching to the test." The scope-of-bargaining section briefly examines the increasingly narrow range of bargaining for public-education employees. The section on collaborative bargaining outlines interest-based bargaining; the "living contract" (which focuses on common goals among bargaining parties); and the teacher union reform network, which concentrates on improving student performance rather than wages and benefits. (Contains 26 references.) (RJM)

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Trends and Issues

Labor Relations

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The teaching profession is one of the most unionized white-collar occupations in the United States, and union membership continues to grow. The two major teachers' unions, the National Education Association (NEA) and the American Federation of Teachers (AFT), claim between them approximately 3.8 million members.

The NEA and AFT recently agreed to a partnership effort ("NEAFT Partnership") permitting them to operate joint projects at the local, state, and national levels. Some see this partnership, along with increased pressure from school-choice programs, as a step toward eventual unification of the two unions.

As education reform efforts such as school choice and accountability gain momentum, unions are being challenged to adapt to the changing education climate. There are indications that the unions are adapting and making changes to address reform issues, employ nonadversarial bargaining techniques, and attract and retain younger members.

School Reform

School Choice

School reform efforts, including school choice and accountability systems, have given rise to new labor-relations questions for courts and policymakers to address. The rapid rise in the number of charter schools, for example, has raised questions regarding whether and to what extent charter employees are entitled to organize and bargain collectively. Since their introduction in 1992, thirty-seven states and the District of Columbia have passed charter legislation, and current estimates place the number of charter schools near 1,800, serving nearly half a million children.

There is an ongoing debate about whether charter employees should be subject to collective-bargaining laws. Some maintain that charter employees should be exempt from collective-bargaining laws to promote flexibility and innovation in charter-school operation. Others argue that denying these employees the protection of such laws would be unfair. Current state laws vary on the collective-bargaining rights of charter employees.

In states that do not allow for public-sector bargaining generally, they similarly do not afford charter employees such rights. In other states, such as Alaska and Hawaii, charter employees have the same right to organize and bargain collectively as other public employees. According to David J. Strom and Stephanie S. Baxter (2001), "These states automatically consider charter school employees a part of the existing district bargaining unit and subject to the current collective bargaining agreement."

In other states, such as Delaware, New Hampshire, and Pennsylvania, "employees have the right to bargain, but the law requires the charter school to be a separate bargaining unit," Strom and Baxter (2001) state. Similarly, Minnesota charter-school employees "can bargain as part of a separate unit, unless all parties agree that the employees should be part of the district unit." Some states add interesting twists to these laws; in Oklahoma, for example, charter-school employees "may bargain as separate units, subject to the rules of the National Labor Relations Board, as opposed to a state labor relations board" (Strom and Baxter).

Some states "draw bargaining lines depending on how the charter school began," say Strom and Baxter. In New Jersey, for example, a public school that converts to a charter school must remain part of the district bargaining unit. Nonconversion charter schools, however, "may choose whether or not to offer the terms of any collective bargaining agreement already established by the school district for its employees" (Strom and Baxter). Similar restrictions exist in other states as well.

Although unions have been largely opposed to charter schools, that position appears to be slowly changing. Although the NEA has expressed concerns over enrollment patterns, inconsistent accountability systems, teacher experience levels, and working conditions at charter schools, it is currently working "to assist members interested in creating new public schools, and to document and assess what can be learned when educators undertake this task" (NEA Charter Schools Initiative).

Under its *Charter Schools Initiative*, the NEA has programs in place in five states that are "designed to promote high levels of achievement for all students, including those with disabilities or those needing special education services; structured to promote professional development opportunities for school staff; and developed in conjunction with community stakeholders." In support of these efforts, the NEA provides technical assistance, including consulting and employee relations and governance assistance. The NEA also employs researchers to document "the planning, design and start-up activities at each site" and monitor each school's progress (NEA Charter Schools Initiative).

Similarly, the AFT has created a Charter School Research Project to monitor and analyze charter schools. The AFT has identified criteria it believes all charter schools should meet, including collective-bargaining coverage, but it argues that no state currently meets all of its criteria.

Two recent New Jersey labor cases illustrate some of the questions that can arise in relation to collective bargaining and charter schools. First, in *International Charter School of Trenton*, 26 NJ PERC P31,057 (2000), a charter school attempted to prevent an NEA affiliate from representing its employees, arguing that the union's opposition statewide to charter schools would conflict with its representation of charter employees. The New Jersey Public Employee Relations Commission (PERC) disagreed with the school, concluding that the choice of representation belonged to the employees rather than the employer.

In a similar case, PERC was asked to decide whether New Jersey charter employees should be considered "managerial employees" because of their extensive involvement in curriculum development, work schedules, and hiring decisions. In *Trenton Community Charter School*, 26 NJPER P31,076 (NJ PERC Rep. Dir. 2000), PERC rejected the school's claim, finding no basis to conclude that charter-school employees should be granted such status and noting that "nothing in the charter school legislation appears to restrict the representation rights of teachers, who in a public school district, are entitled to representation."

As public funds increasingly flow to religious schools through vouchers and other programs, questions arise regarding the collective-bargaining rights of lay employees at religious schools. According to one commentator,

> the jurisprudence developed in dealing with issues pertaining to the secular subjects of wages, hours, and working conditions in the church school context will inevitably influence decisions on the same issues arising in the public school context and as the public school education unions come to represent the lay faculty of religious schools, the linkages between labor relations in the public schools and in the private system will grow even closer.

The New Jersey Supreme Court, for example, recently discussed the application of collective-bargaining rules to lay teachers at a Catholic-run elementary school. *South Jersey Catholic School Teachers Organization v. St. Teresa of the Infant Jesus Church Elementary School*, 696 A.2d 709 (N.J. 1997). In that case, lay teachers organized and sought to compel their religious employer to recognize them and engage in collective bargaining. The church refused, arguing that "requiring it to bargain collectively would threaten the autonomy of church bodies and would infringe impermissibly upon the relationship with the ministerial employees."

The New Jersey Supreme Court disagreed, concluding that the lay elementary school teachers had a state constitutional right to organize and engage in collective bargaining.

However, in deference to the First Amendment, the court limited the scope of negotiation to wages, certain benefit plans, and any other secular terms or conditions of employment.

In a similar case, the New York Court of Appeals was asked to decide whether a religious school should be exempt from the New York Labor Relations Act on First Amendment grounds. *See, New York State Employment Relations Board v. Christ The King Regional High School*, 682 N.E.2d 960 (N.Y. 1997). This case arose when negotiations between the employer and the union broke down and the school discharged striking workers. The New York State Employment Relations Board directed the school to bargain with the Lay Faculty Association and to reinstate certain teachers. The school claimed it was constitutionally immune from application of the remedial order because of its religious nature.

The New York Court of Appeals rejected the school's claims, finding the state labor-relations act properly governed labor relations between the school and its lay faculty union. The court emphasized that the law was a "facially neutral, universally applicable, and secular regulatory regimen" that is "intended to improve labor relations by encouraging good faith collective bargaining." The court also strongly rejected the school's claim that bargaining with the faculty union would "interfere with fundamental rights of parents of students to direct the religious education of their children." According to the court:

> [T]he state of the pertinent law is that the Board cannot force labor parties to agree on specific terms; it can, however, compel them to try to negotiate in good faith. Such overarching authority and particularized supervision do not intrude on appellant's Free Exercise or non-Establishment rights, to the point of stepping over First Amendment limitations. The First Amendment's metaphorical wall of separation between Church and State does not *per se* prohibit appropriate governmental regulation of secular aspects of a religious school's labor relations operations. We neither breach the historically-characterized wall nor make it higher or stronger by upholding the Board's statutory authority here and by rejecting the School's claim of an absolute, threshold exemption from its applicability.

In addition to the above claims, the school also argued that the labor board's refusal to accept that it had discharged one of its employees for "unchristian behavior" illustrated the board's inability to separate religious from secular reasons and resulted in excessive entanglement between church and state. The court disagreed, explaining that the board had authority to determine whether a proffered reason is pretextual or insubstantial. Because the court did not find any support for the religious reason offered, it ordered that the employee be reinstated.

Unions generally oppose vouchers and related funding programs such as tuition tax credits, arguing that they "can undermine public education, reduce the support needed to fund public education adequately, weaken the wall of separation between church and

state, and cause racial, economic, and social segregation of students" (NEA 2000-01 Resolutions).

The NEA also opposes funding arrangements that "pay for students to attend nonsectarian pre-K through 12 private schools in order to obtain educational services that are available to them in public schools to which they have reasonable access." Similarly, while the AFT "supports parents' right to send their children to private or religious schools," it "opposes the use of public funds to do so." In spite of this opposition, as religious and secular programs become increasingly intertwined, the types of issues discussed above will likely continue to arise.

Accountability

Accountability is one of the touchstones of the education reform movement. "As of the 2000-01 school year, all 50 states test students to see what they've learned, and 45 states publish report cards on individual schools, based largely on test scores. More than half the states publicly rate their schools, or at least identify low-performing ones. And 14 states have the legal authority to close, take over, or replace the staff in schools they have identified as failing" (*Education Week*, Hot Topics: Accountability).

The latest federal education act (The No Child Left Behind Act of 2001) requires states to implement statewide accountability systems. Schools that fail to make adequate progress are subject to "improvement, corrective action, and restructuring measures."

School accountability systems, especially those that allow for school takeovers and school reconstitutions, can give rise to labor conflicts. In Maryland, for example, a teachers' union filed suit after the board of education gave Edison, Inc., a private, for-profit corporation, the power to reconstitute three failing schools. In *Baltimore Teachers Union, American Federation of Teachers, Local 340 AFL-CIO v. Maryland State Board of Education et al.*, the union sought a declaration "that the city and state may not delegate their authority under various statutes to a private business."

The circuit court ruled that the state board of education had the authority to privatize a public school and cede control to a private business corporation rather than a local board of education. The union appealed and the case is currently in the Maryland Court of Appeals.

In addition to statewide testing programs for students, accountability reform measures seek to ensure that teachers are measuring up as well. States have passed more stringent licensing requirements for prospective teachers, required more student-teaching experience, and begun testing prospective teachers to ensure competency. "As of 2001, 37 states require prospective teachers to pass a basic-skills test, 29 require candidates to master a test of subject knowledge, and 24 require passing a subject-specific pedagogy exam in order to teach" (*Education Week*, Hot Topics: Teacher Quality).

Teacher evaluations also play a role in ensuring quality instruction, though people disagree over the proper method of evaluation. Some states and districts are "attempting to tie teacher evaluations and pay to students' scores on state tests. But many educators and teachers' unions contend that too many factors contributing to student performance are outside their control" (*Education Week*, January 23, 2002).

Teacher Compensation

To ensure that schools hire and retain qualified teachers, policymakers are looking for ways to tie compensation to performance.

Alan Ruben, a law professor at Cleveland-Marshall College of Law, argues that "merit pay" will become an important issue in achieving this goal, though its implementation may be difficult. He explains,

> The call for "accountability" of the teaching profession seems. . . to enjoy widespread popular support. But just how any such principle can be shaped to take into consideration such influential diversity factors affecting student performance as levels of parental income and education that may differ from one school population to another, remains to be seen. Resolution of the conflicts likely to arise over the attempted implementation of such merit pay programs may well represent the greatest challenge that will face teachers and administrators in the years immediately ahead. (Ruben 2001)

Researchers Allan Odden and Carolyn Kelley (2002), on the other hand, dismiss merit-pay programs as having been tried in districts across the nation "with great publicity and limited success." These authors argue that merit-pay programs often fail because they are at odds with the collegiality of the teaching environment, they rarely define "excellence" well and are inconsistent in identifying such teachers, and they suffer from unstable funding levels. Union advocates similarly find fault with merit-pay programs for many of the same reasons, particularly the difficulty in fairly administering such programs and creating valid criteria.

The implementation of competency-based compensation plans can create challenges for administrators, as noted above. Administrators may find it difficult to determine the appropriate value of various skills or to decide whether competency-based systems will increase teacher salaries or simply require additional work to remain at the same income level (Lashway 2001). Similarly, questions arise in determining how competency will be measured and whether a skills-based system can satisfy current definitions of accountability (Lashway).

Larry Lashway agrees with Odden and Kelley that individual performance awards conflict with the collegial atmosphere within which teachers work. Group-based performance awards, on the other hand, may provide a satisfactory alternative. Lashway argues that for group-based performance rewards to succeed, administrators must design them with certain standards in mind. Drawing on research from Odden and Kelley,

among others, Lashway offers the following guidelines for policymakers seeking to set up such systems:

1. Clearly define the desired result.
2. Choose the measure of assessment and consider its feasibility and cost.
3. Set the target—define the criteria of success and the results necessary to receive rewards.
4. Determine the amount of the award.
5. Find ways to discourage "gaming," such as "teaching to the test" and similar strategies.

Although it is unclear to what extent teacher incentives boost student performance, researchers have drawn some conclusions regarding how well incentives influence teacher motivation (Lashway). According to a study conducted by the Center for Policy Research in Education, "teachers understood the accountability goals and were committed to them more than to other types of reform efforts" (Lashway citing Carolyn Kelley and colleagues 2000). The study also found that performance-based programs were less effective where "the desired outcomes conflicted with other organizational goals," "the bonus was considered too small," or "when teachers were skeptical that the money would actually be paid" (Lashway).

Kelley and colleagues "concluded that well-designed performance-pay programs work by focusing attention on desired goals as well as by providing concrete incentives" (Lashway citing Carolyn Kelley and colleagues). Consequently, they recommend that the following elements be incorporated into performance-pay programs:

- supportive district and principal leadership
- meaningful incentives (they suggest $2,000 a year)
- capacity-building programs
- goals that are set at a realistic, achievable level
- involvement of all parties in design of the criteria, so they are perceived as fair

Compensation and Teacher Standards

Odden and Kelley (2002) are hopeful that meaningful compensation reform will be implemented soon in light of the "significant advances in the development of state standards, in student assessment and teacher evaluation technology, in group-based performance and individual knowledge and skills pay designs, and a willingness on the part of both local and national union leadership to explore new ideas and at least consider alternatives to the single-salary schedule."

According to Odden and Kelley, "national and local teacher union leadership has shown increased willingness to explore compensation structures that better reflect the needs of teachers (for professional growth) and schools (to provide clear, identifiable, and measurable performance objectives)." They point out that "local union leaders were at the

table with administrators directing the efforts of nearly all the districts currently at the forefront of compensation reform."

In 2001, for example, "the American Federation of Teachers adopted a resolution that supports experimentation to 'enhance the traditional compensation schedule using approaches that contribute to more effective teaching and learning.' The resolution identified a number of new approaches to compensation worth considering, including school-wide performance bonuses, knowledge- and skills-based pay, and incentives to recruit teachers to hard-to-staff schools and shortage areas such as math and science" (Odden and Kelley 2002).

Union advocates also support the implementation of "super steps," in contracts that would, for example, "provide additional compensation to teachers that had completed the requirement set by the National Board for Professional Teaching Standards" (Strom and Baxter 2001).

Basing Pay on Knowledge and Skills

Odden and Kelley envision "knowledge-and-skills-based pay" that "would function as a bridge from beginning teacher status to certification from the National Board for Professional Teaching Standards and would provide the incentives to continuously work at acquiring professional expertise." They distinguish knowledge-and-skills-based pay from individual performance pay.

According to the authors, "knowledge-and-skills-based pay rewards teachers for developing and using knowledge and skills described by external, professional standards and identified as being valuable by the school—such as the ability to teach all students the mathematics in state or district standards. Skill attainment is assessed relative to predetermined, clear-cut standards—mastery of the particular knowledge or competency" (Odden and Kelley 2001).

Thus, such an approach eliminates competition among teachers, assists the schools in achieving its goals, and encourages and allows teachers to proceed on a well-defined career path. Other reform measures Odden and Kelley advocate are group- or school-based performance awards and gain sharing or contingency pay.

Role of Supply and Demand

Market considerations will likely play an increasingly important role in compensation reform as well. "There appears to be widespread agreement that teacher salaries are not sufficiently competitive to attract talented people to careers in education in the numbers that are desired," states Dale Ballou (2000) of the University of Massachusetts at Amherst.

The "single salary schedule" approach to teacher compensation, whereby salaries are set according to education and experience, has been criticized on several grounds. First, "it is

said to leave teacher compensation insufficiently responsive to market pressures" (Ballou). "It is also criticized for not offering rewards for superior teaching but instead rewarding additional education and experience, which are not necessarily indicative of teaching performance" (Ballou).

According to Ballou (2000), "The absence of positive incentives is considered to be especially serious, given the strong job protections enjoyed by most public school teachers working under collective bargaining agreements. Thus administrators have few incentives or sanctions—short of costly efforts to dismiss the poorest teachers—to elicit better performance."

These problems may be compounded by the threat of an impending teacher shortage as public-school enrollment levels increase and baby boomers approach retirement. Attracting qualified teachers—especially for low-performing schools—may become increasingly difficult. Recent studies indicate that the lowest performing schools generally attract less experienced or less qualified teachers. To attract qualified teachers to such schools, districts may have to consider paying them more than their counterparts at other schools.

According to a study of primary-school teachers in Texas, "to compensate for conditions that seem to drive teachers away from troubled schools and systems, districts would have to pay those teachers 20 to 50 percent more than their colleagues elsewhere in the state" (Viadero 2002). In a similar vein, some argue that schools need to take market considerations into account and pay science and math teachers more to draw them away from the lucrative private sector. The current single-salary schedule used for teacher compensation does not take these types of factors into account.

Scope of Bargaining

Some states have legislatively narrowed the scope of bargaining for public-education employees, to the disappointment of teachers' unions. Unions argue that such laws unfairly single out teachers and stand in contrast to the expanding scope of bargaining in the private sector. Proponents maintain that a narrowed scope of bargaining can help predict labor costs and prevent work stoppages.

In a higher education case that may have implications for K-12 teachers, the U.S. Supreme Court held that the Ohio legislature could properly require public universities to develop instructional workload standards and could exempt those standards from collective bargaining and nullify any conflicting provisions in existing collective-bargaining agreements. In *Central State University v. American Association of University Professors, Central State University Chapter*, 526 U.S. 124 (1999) (*per curiam*), the union alleged that the Ohio legislation unfairly made one class of public employees ineligible to bargain over their workload in violation of the Equal Protection Clause. The state maintained that it passed the law to "address the decline in the amount of time that public university professors devoted to teaching as opposed to researching."

The Ohio Supreme Court agreed with the union that the policy violated the Equal Protection Clause. According to the court, the state failed to establish that collective bargaining over workloads lessened faculty time in undergraduate teaching.

The United States Supreme Court disagreed and reversed. The Court found that establishing minimum workloads and removing that subject from the collective-bargaining process satisfied the required "rational relationship" needed between disparity of treatment and a legitimate government purpose. As the Court explained,

> One of the statute's objectives was to increase the time spent by faculty in the classroom; the imposition of a faculty workload policy not subject to collective bargaining was an entirely rational step to accomplish this objective. The legislature could quite reasonably have concluded that the policy animating the law would have been undercut and likely varied if it were subject to collective bargaining. The State, in effect, decided that the attainment of this goal was more important than the system of collective bargaining that had previously included university professors.

According to Alan Ruben,

> The import of this decision for public school teachers is clear. It provides not only an authoritative interpretation of the Equal Protection clause, but also persuasive support for like construction of Equal Protection provisions of state constitutions. It thereby encourages state legislatures to withdraw work load issues—for example, the number of class assignments, and the amount of released time—from the scope of collective bargaining between teachers and school districts, while similar issues remain proper subjects of bargaining for other public employees.

While this comment may overstate the importance of the Supreme Court's *per curiam* opinion, the case may nonetheless provide insight for K-12 public-school teachers seeking to challenge similar legislative pronouncements.

Collaborative (Nonadversarial) Bargaining

While most unionized school districts still employ "traditional" or adversarial bargaining techniques, some are beginning to employ a more collaborative approach. According to Fred C. Lunenburg, professor and research fellow with the Center for Research and Doctoral Studies in Educational Leadership, "In recent years, a new unionism, one that connects teacher participation in educational decisions to taking responsibility for outcomes, has become apparent. Studies in a number of collaborative efforts in union-management relations describe reform initiatives in Rochester, Pittsburgh, Cincinnati, Glenview, IL, Greece, NY, Jefferson, KY, and other cities" (Lunenburg 2000).

According to Lunenburg, "One consequence of professional unionism is the emergence of a new mode of principal leadership." Leaders who work effectively with professional

unions, he argues, share similar management styles. "They empower the people with whom they work. They use a hands-on approach. They are entrepreneurs; they gather and redistribute resources and encourage others to do so. They abide by a common realization that one leads best by developing the talent of others and gaining commitment rather than compliance with organizational rules" (Lunenburg).

Lunenburg sees collaborative bargaining as going hand-in-hand with professional unionism. "Typically," he explains, "collaborative bargaining focuses on ongoing problem solving rather than dealing with a buildup of issues presented at the bargaining table." This "can help establish trust and a sense of collaboration to solve mutual problems throughout the school year and at the bargaining table" (Lunenburg).

Interest-Based Bargaining

As one alternative to traditional bargaining, some parties are turning to interest-based bargaining (IBB) to negotiate collective-bargaining agreements. Under IBB principles, "parties do not identify their positions; they identify their interests. As an example, "smaller class size is a position"; "better class management or spending less total time after or before class are interests which conceivably can be satisfied by means other than smaller classes" (Jascourt 2001).

R. Theodore Clark, Jr. (2001) describes the interest-based bargaining process as follows:

1. Development of rather extensive protocols.
2. The communications phase where the emphasis is on the communication of interests and the avoidance of taking positions.
3. The subcommittee phase where the parties seek to resolve any issues identified during the communications phase.
4. The final wrap-up session to adopt issues resolved at the subcommittee phase and to resolve any issues that were not resolved at the subcommittee phase.
5. Preparation of the final written collective bargaining agreement.

While there are challenges to its use, such as a labor-intensive training process and the suggested use of an outside facilitator, many argue that IBB can lead to a mutually beneficial bargaining process and "fewer grievances to test the new provisions of a contract" (Jascourt 2001).

The 'Living Contract'

Taking the idea of interest-based bargaining a step further, at least two school districts have employed a "living contract" designed to increase flexibility and decrease acrimony between management and unions (Urbanski and Janey 2001). According to Adam Urbanski, head of the Rochester (NY) Teachers Association, a living contract "aims to forge a new set of relationships and a different ethic in how unions and school districts deal with one another." Accordingly, the "living contract" includes a commitment to:

- Adopt "what's best for students" as a shared value, the common denominator, and the litmus test for any specific proposal advanced by either the district or the union.
- Conduct ongoing negotiations as timely problem-solving rather than something relegated to a once-in-a-while mode.
- View collective bargaining as collaboration rather than positional and adversarial fights.
- Establish standards, benchmarks, and formulas that would serve both parties well and would continue to guide us beyond the life of any individual negotiations.
- Use the collective bargaining process to build a more genuine profession for teachers and more effective schools for all our students.

One of the main purposes behind this approach is the consequent ability to quickly respond to new issues, without waiting to address them in a new collective-bargaining process. The approach does not appear to be widespread, but it was used with success in Indiana in the 1990s and now in Rochester, where, for the first time since 1987, the district has concluded a successor agreement before the opening of schools (Urbanski and Janey).

Teacher Union Reform Network

In another nonadversarial approach, the Teacher Union Reform Network (TURN) is overseeing a four-year project entitled "Improving Student Achievement through Labor-Management Collaboration." In each selected site, teachers and administrators work together "as partners in the design and implementation of school improvement efforts" (Archer 2001). Accordingly, the parties seek "to craft agreements that go beyond issues of wages and working conditions to consider broader questions, such as how schools and their staffs should be held accountable for student results, and how much control individual schools should have over their own budgets and personnel decisions" (Archer). The overarching purpose is to work together to improve student achievement.

Some union members oppose such efforts, arguing that unions should focus on "bread-and-butter" issues and that "using contract talks to settle educational policy could set a dangerous precedent" (Archer 2001). As Michael Poliakoff, president of the National Council on Teacher Quality, explained, "The interests of teachers' unions are sometimes, but not always, coterminous with those of students. Teachers' voices are crucial for crafting education policy, but they must not be privileged in the collective bargaining process and overshadow parents, the public, elected officials, and reform initiatives based widely on research and experience" (Archer).

Proponents counter that "labor agreements already serve as important policy documents by spelling out salary scales and grievance procedures" (Archer). And, they argue, "because contracts are binding, they can protect a policy agenda from the future whims of local leaders" (Archer).

Moving Beyond Bargaining?

Although public-sector employees are four times more likely to belong to a union than private-sector employees, some fear teachers unions are becoming less relevant to younger members. There is some indication that teachers between the ages of twenty-five and thirty-nine are less likely to join unions and are increasingly apathetic to union efforts. Thus, although union membership has grown, "there are far fewer Gen-X teachers than those of other age groups, according to a survey of teachers nationwide conducted by the NEA" (Blair 2002).

According to the latest available figures, "68.1 percent of the nation's teachers younger than 30 belonged to the NEA, while 70 percent of those between the ages of 30 and 39 were members. In contrast, nearly 75 percent of educators older than 40 belonged" (Blair 2002). The AFT reported similar trends.

Some younger members "express frustration with the internal politics of unions and the use of union resources to pay for causes they don't support" (Blair 2002). The unions seek to counter this trend, in some cases by "focusing on what they call 'teaching and learning issues'—curriculum development, professional development, and standards-based reform—and incorporating them into collective bargaining sessions along with salary and benefits demands" (Blair).

According to Dan Katzir, director of program development for the Broad Foundation, remaining relevant to younger union members "is an issue that will have to be addressed within the next five to ten years by every teachers' union." "This is an industry in transition," he explains, "and a membership in transition" (Blair 2002). Such efforts are not without opposition within the unions, however, and some fear these efforts "will supercede more traditional issues" and sacrifice potential salary gains in the process (Blair).

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